

Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT is made on June 27, 2025 by and between Playtech Software Limited of Mid-City Place, 71 High Holborn, London, WC1V 6EA, United Kingdom ("**Playtech**") and Final Enterprises N.V. of Kaya Richard J. Beaujon Z/N, Willemstad, Curacao, TAX ID number: 102.415.390, Registration Number: 137397 ("**Company**").

In connection with the intention of the parties to examine the possibility of entering into software license agreement of certain computer software and related agreements to enable to operate an online gaming system (the "**Purpose**"), both parties may, subject to the terms of this Agreement, disclose certain confidential and sensitive information relating to their respective businesses, all of which information is non-public and of a confidential nature.

The Parties hereby agree, commit and declare as follows:

1. Definitions

- 1.1. "**Confidential Information**" shall mean any information and data of a proprietary or confidential nature, whether in oral, written, graphic, machine-readable form, or in any other form, including but not limited to proprietary, technical, development, marketing, sales, price, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, which is disclosed by one party (the "**Discloser**") to the other party (the "**Recipient**") pursuant to this Confidentiality Agreement. When appropriate, the term shall also include any samples, models or prototypes, or parts thereof. As used herein, "Discloser" or "Recipient", as the case may be, shall include such party and any member of its Group, as shall be from time to time.

Confidential Information does not include information which (i) had become part of the public domain, through no fault of the Recipient; or (ii) information disclosed to Recipient by a third party without an obligation of confidentiality; or (iii) information that is already in the possession of Recipient; or (iv) information developed independently by Recipient.

Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosure or because individual features, components or combinations thereof are known or become known to the public. A disclosure by Recipient of Confidential Information in response to a valid order by a court or other governmental body, or as otherwise required by law or necessary to establish the rights of either party under this Confidentiality Agreement, shall not be considered a breach of this Confidentiality Agreement, provided, however, that Recipient shall provide prompt prior written notice thereof to Discloser to enable it to seek a protective order or otherwise prevent or contest such disclosure.

- 1.2. "**Group**" shall mean, in respect of a party, the ultimate parent company of that party, together with every direct and indirect subsidiary of that holding company; a company is a 'subsidiary' of another company, its "holdings company", if (and for as long as) the other company (i) holds a majority of voting rights in it; (ii) is a member of it and has the right to appoint or remove a majority of its board of directors; or (iii) is a member of it and controls, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or the right to appoint or remove a majority of its board of directors.
- 1.3. "**Representative**" shall mean any person employed or otherwise engaged with Recipient.

2. Obligation and Limitation on Use and Disclosure of Confidential Information

- 2.1. Recipient agrees that it shall not use the Discloser's Confidential Information for any purpose other than for the Purpose and to the extent required.
- 2.2. Recipient shall treat all of Discloser's Confidential Information as strictly secret and confidential and shall use its best efforts to prevent the unauthorized disclosure of such Confidential Information and shall not disclose or use any such Confidential Information or disclose the fact that negotiations or discussions between the parties have taken or are taking place, without the express written permission of the Discloser.
- 2.3. Recipient will use its best efforts to prevent or stop any individual from using or disclosing the Confidential Information in its possession, custody or control, or any individual threatening to do so, except to the extent permitted by this Confidentiality Agreement.

- 2.4. Recipient shall disclose and provide access to the Confidential Information only to Representatives on a 'need to know' basis, only to the extent required for the Purpose and provided that such Representatives have executed a confidentiality undertaking with terms which are not less restrictive than the terms of this Confidentiality Agreement.
- 2.5. Recipient is aware that copying or reproducing in any form the whole or any part of Confidential Information is expressly forbidden, except, in each instance, as strictly necessary for the Purpose. If the Recipient is uncertain whether any information is Confidential Information, it must treat that information as Confidential Information until the Discloser agrees in writing that it is not Confidential Information.
- 2.6. Recipient must ensure that any Representative to whom it discloses any Confidential Information is made aware of, and complies with, all of the obligations hereunder. Recipient is responsible for any Representative's breach of any obligations concerning the Confidential Information whether during or after their employment with, or engagement by, Recipient.
- 2.7. Recipient has been informed by Discloser, with respect to disclosed Confidential Information, that such Confidential Information is proprietary to Discloser, and has been designed, developed or otherwise obtained by Discloser at great expense and over lengthy periods of time, is secret, confidential and unique and constitutes the exclusive property of Discloser and that any use or disclosure of such Confidential Information by Recipient other than for the Purpose would constitute a breach of this Confidentiality Agreement and may cause severe and irreparable damages to Discloser.
- 2.8. Recipient will notify Discloser in writing immediately when it becomes aware of any of the following: (a) any actual, suspected or likely breach of this Confidentiality Agreement; (b) any actual, suspected or likely breach or threatened breach by any of its Representatives of any of their obligations in relation to the Confidential Information; and (c) it becomes aware of any actual, suspected, likely or threatened theft, loss, damage or unauthorized access, use or disclosure of or to the Confidential Information.

3. Remedies

- 3.1. Company acknowledges that any breach of this Confidentiality Agreement may result in severe and irreparable damages to Playtech and as a result it unconditionally agrees: (a) to indemnify Playtech fully for all loss occasioned by the breach; and (b) to waive its right to oppose the granting of any equitable relief (including injunctive relief) sought by Playtech in relation to a threatened or actual breach of the undertakings contained in this Confidentiality Agreement.
- 3.2. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and since a breach by Recipient of any of the promises or agreements contained herein may result in irreparable and continuing damage to the Discloser for which there may be no adequate remedy at law, Discloser shall be, without waiving any other rights or remedies, entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

4. Term and Termination

In the event that the parties do not enter into a further agreement between them including confidentiality provisions replacing this Confidentiality Agreement (in which case this Confidentiality Agreement shall automatically terminate without any notice being required), this Confidentiality Agreement shall remain in force for 5 years following the day and year first above written. Without affecting the previous statement, either of the parties under any circumstances may terminate relations between them at any time during the period of validity of this Confidentiality Agreement. To do so, the party which breaks off relations will communicate to the other in writing the actual date of the end of the conversations and the date indicated on the written correspondence will be considered the last date of disclosure of any Confidential Information. Notwithstanding the forgoing, the obligation of confidentiality as described in section 2 (obligation and limitation on use and disclosure of Confidential Information) will survive any expiration or termination (for any reason whatsoever) of this Confidentiality Agreement.

5. Representations and Warranties

- 5.1. Confidential Information is preliminary and incomplete and relates to products under development. NO WARRANTIES ARE MADE BY THE DISCLOSER. CONFIDENTIAL INFORMATION IS PROVIDED 'AS IS'. THE DISCLOSER ACCEPTS NO RESPONSIBILITY FOR ANY EXPENSES, LOSSES, OR ACTIONS INCURRED OR UNDERTAKEN BY THE RECIPIENT AS A RESULT OF ITS USE OF CONFIDENTIAL INFORMATION.

- 5.2. This Confidentiality Agreement and/or any disclosure made in accordance herewith does not grant Recipient any rights in connection with the Confidential Information or any trademark, copyright or patent whether existing or subsequently owned or controlled by Discloser.

6. General Provisions

- 6.1. This Confidentiality Agreement does not require either of the parties to disclose or receive any Confidential Information or enter into any business engagements.
- 6.2. The provisions of this Confidentiality Agreement shall supersede and prevail over any other previous arrangements, either oral or written, as to the exchange of Confidential Information. This Confidentiality Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms hereof. This Confidentiality Agreement may not be amended except in writing, signed by the parties hereto or their duly authorized agents.
- 6.3. Recipient undertakes, upon receiving Discloser's written request, to return to Discloser possession or destroy Discloser's Confidential Information as soon as reasonably possible.
- 6.4. This Confidentiality Agreement and all matters dealt between the parties shall be governed by, and construed in accordance with the laws of England and Wales.
- 6.5. The parties irrevocably agree that the courts of London, England, shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Confidentiality Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 6.6. Any waiver by the Discloser of a breach of any provision of this Confidentiality Agreement by the Recipient shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

IN WITNESS WHEREOF, the parties have caused this Confidentiality Agreement to be executed on the day and year first above written.

Signed for and on behalf of
Playtech Software Limited

Signature:



Name:

Alex Latner

Title:

General Counsel

Signed for and on behalf of
Final Enterprises N.V.

Signature:



Name:

Gouloud Hammoud

Title:

f/obo Global Related Services B.V.
Corporate Director